

## **EXHIBIT AA**

**FLAT FEE AGREEMENT AND AUTHORITY TO REPRESENT**

This is to acknowledge that the undersigned has/have retained the services of LeLiever Law P.A. (hereinafter referred to as Attorney) as legal counsel to represent Matt Jenkins (hereinafter referred to as Client) in the Appeal(s) of the Wake County Superior Court's Order in the matter of Federated Financial Corporation of America v. Matt Jenkins, individually and dba Shephard Service Company, case number 09CVS002084.

It is agreed and understood that if additional services are necessary, other than those specifically listed below, a new contract and fee arrangement will be required.

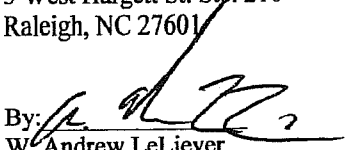
The agreed rate of compensation to legal counsel for services in the following matter is as follows:

**FLAT FEE**

- 1.) It is agreed that my Attorney shall be entitled to \$15,000.00 to present/litigate the appeal(s) of Defendant Matt Jenkins to the North Carolina Court of Appeals from the Wake County Superior Court Order dated from February 25, 2011.
- 2.) Client shall pay all costs and expenses in advance. Examples of costs that Client are/is responsible for are filing fees, copy fees, faxing costs of depositions etc. Client is aware and understands that Lawyer practices in and around Raleigh, North Carolina and that travel may be necessary in order to attend Court proceedings and other like proceedings. Client is aware that he will be responsible for all costs associated with travel. Costs for travel include the cost of automobile gasoline.
- (3) If Attorney seeks an award of attorney fees and costs or sanctions against another party litigant, and if such attorney fees and costs are awarded to Attorney, and such award from one other than Client shall be in addition to and not in lieu of the attorney's fees and costs provided hereinabove, and shall be paid to Attorney in addition to other fees herein.
- (4) As to all attorneys' fees herein provided, Attorney shall have a servicing lien upon any judgment obtained by anyone on all monies and things of value recovered in above-referenced case.
- (5) Attorney may assign Client's case or portion of the work thereon to any member or association, in his discretion on management of Client's case, including Court appearances and trial.
- (6) Attorney has made no guarantee or promise concerning the outcome or result of this case or any decision by the court.
- (7) Client hereby grants power and authority to Attorney to represent Client and enter an appearance on Client's behalf in any Court, pursuant to North Carolina General Statutes §84-11.
- (8) This contract will be binding to the heirs, administrators, executors, representatives, successors and assigns of all parties. This contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

**APPROVED AND ACCEPTED:**

LeLiever Law P.A.  
5 West Hargett St. Ste. 210  
Raleigh, NC 27601

By:   
W. Andrew LeLiever  
Attorney at Law

Date: 4/1/2011

Matt Jenkins  
116 Milbros Lane  
Mooresville, NC 28117

By:   
Matt Jenkins

Date: 4/1/11